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11 Attorneys for BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY
12 COMPANY

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re

ANTHONY PADILLA BUSTOS AND
MARISSA TAGULAO BUSTOS,

Case No. 10-41854

Chapter 13

**STIPULATION TERMINATING
AUTOMATIC STAY**

Debtor/Debtor(s).

Bayview Loan Servicing, LLC, a Delaware Limited Liability Company (hereinafter "Movant"); Debtors, Anthony Padilla Bustos and Marissa Tagulao Bustos, by and through their respective attorneys of record; in the within matter, hereby agree to the following Stipulation Terminating Automatic Stay in regard to the real property commonly described as 123 Coventry, Hercules, California 94547-3647 (hereinafter the "Real Property"), which is more fully described in the Deed of Trust. A true and correct copy of the Deed of Trust is attached hereto as exhibit A and incorporated herein by reference, and which is the subject of this Stipulation.

IT IS HEREBY STIPULATED THAT:

1. The automatic stay of 11 United States Code section 362 is hereby terminated, as it applies to the enforcement by Movant of all of its rights in the Real Property under the Note and Deed of Trust;

2. Movant is authorized to foreclose its security interest in the Real Property under the terms of the Note and Deed of Trust, and pursuant to applicable state law; however, no

foreclosure sale is to occur before September 30, 2013;
3. Upon foreclosure, in the event Debtors fails to vacate the Property, Movant may

1 proceed in State Court for unlawful detainer pursuant to applicable state law;

2 4. Post-petition attorneys' fees and costs for the within motion may be added to the
3 outstanding balance of the subject Note as allowed under applicable non-bankruptcy law;

4 5. Movant may offer and provide Debtors with information re: a potential Forbearance
5 Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation
6 Agreement, and may enter into such agreement with Debtors. However, Movant may not enforce, or
7 threaten to enforce, any personal liability against Debtors if Debtors' personal liability is discharged
8 in this bankruptcy case;

9 6. This Order shall remain binding and effective in any conversion of this case to
10 another chapter under the bankruptcy code.

11 IT IS SO STIPULATED:

12 PITE DUNCAN, LLP

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14 Dated: April 29, 2013

By: /s/ ERIN LANEY (CA SBN 259863)
ATTORNEY FOR MOVANT,
BAYVIEW LOAN SERVICING, LLC, A
DELAWARE LIMITED LIABILITY
COMPANY

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17 Dated: April 25, 2013

AS AMENDED
ON PG 1
By: PATRICK L. FORTE ANNE Y. SHI
ATTORNEY FOR DEBTOR(S)